

# EXHIBIT A

*6/28/15*  
**FILED**  
 Superior Court of California  
 County of Los Angeles

JUN 12 2015

Sherri R. Carter, Executive Officer/Clerk  
 By \_\_\_\_\_  
 Shaunya Bolden, Deputy

1 Steven W. Ritchenson, Esq. (SBN 174062)  
 2 swritcheson@hgdlawfirm.com  
**HENINGER GARRISON DAVIS, LLC**  
 3 9800 D Topanga Canyon Blvd. #347  
 Chatsworth, California 91311  
 Telephone: (818) 882-1030  
 4 Facsimile: (818) 337-0383  
*Attorney for Plaintiff Alexsam, Inc.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES**

7 ALEXSAM, INC.,

Case No.: BC 585032

8 Plaintiff,

**COMPLAINT FOR BREACH OF  
 CONTRACT, DECLARATORY  
 JUDGMENT, AND ACCOUNTING**

10 GREEN DOT CORPORATION, NEXT  
 11 ESTATE COMMUNICATIONS, INC.,  
 and DOES 1 through 10, inclusive,

**BY FAX**

12 Defendants.

**COMPLAINT**

15 Plaintiff Alexsam, Inc. (hereinafter, "Alexsam"), a Texas corporation, brings this complaint  
 16 for damages against Defendant Green Dot Corporation (hereinafter, "Green Dot"), a Delaware  
 17 corporation located in Pasadena, California, Next Estate Communications, Inc. (hereinafter, "Next  
 18 Estate"), a Delaware corporation located in Pasadena, California, and DOES 1 through 10  
 19 (hereinafter, "DOES") (collectively referred to as "Defendants") for Breach Of Contract,  
 20 Declaratory Judgment, And Accounting. Alexsam alleges as follows:

**NATURE OF ACTION**

22 1. This is a civil action for damages against Green Dot arising from its breach of a  
 23 contract with Alexsam.

**JURISDICTION**

25 2. This Court has jurisdiction over this action under Article VI, Section #10 of the  
 26 California Constitution. Upon information and belief, the amount in controversy exceeds twenty-  
 27 five thousand dollars (\$25,000) exclusive of interest and costs.

28 3. This Court has jurisdiction over the parties under Cal. Civ. Proc. Code §410.54.

RECEIPT #	DATE PAID	PAYMENT
RECEIVED:	6/16/15	35.00
CHECK		
CASH		
CARD		
\$0.00	\$0.00	\$435.00
		FM 310

LIT/CAUSE #: BC585032

PARTIES

2           4. Alexsam is a corporation organized and existing under the laws of the State of  
 3 Texas, with its principal place of business at 10509 Firestone Drive, Bradenton, Florida, 34202  
 4 (Manatee County).

5           5. On information and belief, Green Dot is a corporation organized and existing under  
 6 the laws of the State of Delaware with its principle place of business at 3465 E. Foothill Boulevard,  
 7 Pasadena, California 91107 (Los Angeles County).

8           6. On information and belief, Next Estate is a corporation organized and existing under  
 9 the laws of the State of Delaware with its principle place of business at 3465 E. Foothill Boulevard,  
 10 Pasadena, California 91107 (Los Angeles County). Upon further information and belief, on or  
 11 about November 1, 2005, Next Estate changed its name to "Green Dot Corporation." For purposes  
 12 of this complaint, Plaintiff refers to Green Dot and Next Estate collectively as "Green Dot / Next  
 13 Estate."

14           7. Defendants DOES 1-10 are herein sued under fictitious names. Their true names  
 15 and identities are unknown to Plaintiff. Plaintiff is informed and believes and thereon alleges that  
 16 Defendants DOES 1-10 are business organizations of unknown form, existing as subsidiaries,  
 17 parent organizations and/or otherwise related entities to Defendant Green Dot / Next Estate, who  
 18 were and/or are liable for the conduct alleged herein.

FACTUAL ALLEGATIONS*Prior Litigation.*

21           8. In 2003, Alexsam sued Next Estate in the United States District Court for the  
 22 Eastern District of Texas ("District Court") in a civil action entitled *Alexsam, Inc. v. FSV Payment*  
 23 *Systems, Ltd. et al.*, Civil Action No. 2-03CV337 (hereinafter, the "Litigation") for infringement of  
 24 United States Patent No. 6,000,608 entitled "Multifunction Card System" ("the '608 patent") and  
 25 United States Patent No. 6,189,787 entitled "Multifunctional Card System" ("the '787 patent")  
 26 (collectively, the "Licensed Patents").

27

28

9. In June, 2005, Alexsam and Next Estate settled the District Court litigation by executing a "Settlement and License Agreement" ("Settlement Agreement"). A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

### *The Settlement Agreement.*

10. By the terms of the Settlement Agreement, Alexsam granted a license to Next Estate under the '608 patent and the '787 patent. The Settlement Agreement also required Next Estate to pay **REDACTED**

set forth in the Settlement Agreement.

9           11. The Settlement Agreement includes releases of Alexsam's and Next Estates'  
10 respective claims that were or could have been brought against each other in the Litigation. See  
11 Exhibit A at ¶ 3.

12. The Settlement Agreement expressly states that " **REDACTED**

13

14      " See Exhibit A at ¶ 20.

13. Next Estate represents and warrants that " REDACTED

16

17

18 See Exhibit A at ¶ 2.2.  
19 14. Also in paragraph 2.2 of the Settlement Agreement, Next Estate warrants and  
20 represents that “**REDACTED**

21

2

23 See Exhibit A at ¶ 2.2

24        15. The Settlement Agreement includes an acknowledgement that should Next Estate  
25 change its current activation and/or recharge process such that Next Estate's activities are covered  
26 by any claim of the '608 patent and/or the '787 patent, then the parties will amend the Settlement  
Agreement to reflect the changes.

27 | See Exhibit A at ¶4

28

1       16. Next Estate is required to provide a quarterly report to Alexsam documenting all  
 2       royalties accrued under the terms of the Settlement Agreement. *See Exhibit A at ¶ 6.2.1.*

3       17. Alexsam, in accordance with the Settlement Agreement, has the right to inspect the  
 4       books and records

**REDACTED**

5                     .” *See Exhibit A at ¶ 6.2.2.*

6 ***Green Dot's Actions In Breach Of The Settlement Agreement.***

7       18. Alexsam’s patented technology enables operators of a stored value card system,  
 8       sometimes referred to as prepaid debit cards or gift cards, to provide stored value cards for sale and  
 9       to enable card activation transactions to be performed at select retail locations. Additionally, the  
 10      patented technology allows the stored value card operators the ability to recharge the value of such  
 11      prepaid cards at the retail point-of-sale (“POS”) device.

12      19. Green Dot offers prepaid Visa® and MasterCard® debit cards and markets that its  
 13      customers can “Shop everywhere MasterCard® or Visa® debit cards are accepted in the U.S.” *See*  
 14      Green Dot’s website available at [www.greendot.com](http://www.greendot.com) (**Exhibit B**).

15      20. Green Dot states on its website that its cards are accepted at 100,000 retail locations  
 16      nationwide. *See* Green Dot’s website at [www.greendot.com/greendot](http://www.greendot.com/greendot) (**Exhibit B**).

17      21. Green Dot offers its customers a service called RELOAD @ the REGISTER™,  
 18      which provides customers the ability to add funds to, or recharge, their stored value cards, or  
 19      prepaid debit cards, directly by visiting the register, which is a POS device, of various retailers  
 20      across the U.S. *See* Green Dot’s website at [www.greendot.com/greendot/account/reload-at-the-register](http://www.greendot.com/greendot/account/reload-at-the-register) (**Exhibit C**).

22      22. Upon information and belief, Green Dot’s prepaid cards utilize a BIN when  
 23      recharging the value of the card.

24      23. Neither Green Dot nor its predecessor, Next Estate, has ever submitted a quarterly  
 25      report to Alexsam under the Settlement Agreement.

26

27

28

1           24. Despite having entered this agreement more than ten (10) years ago, neither Green  
2 Dot nor its predecessor, Next Estate, has ever paid any quarterly royalties for use of the Licensed  
3 Patents under the terms of the Settlement Agreement.

## **FIRST CAUSE OF ACTION**

### **(Breach of Contract)**

6           25. Alexsam repeats and incorporates by reference the allegations contained in  
7 paragraphs 1 through 24 inclusive, as if fully set forth herein.

8        26. The Settlement Agreement is a valid, binding, and enforceable contract.

9       27. Upon information and belief, Green Dot / Next Estate has continued the business of  
10 pre-paid debit cards from its predecessor Next Estate, who is the licensee under the Settlement  
11 Agreement.

12        28. Pursuant to the terms of the Settlement Agreement, Green Dot / Next Estate has sold  
13 and continues to sell pre-paid debit cards that utilized a BIN and such cards can be recharged by  
14 use of a POS device located in one of 100,000 retailers nationwide.

15        29. In addition, Green Dot / Next Estate substantially and materially breached the  
16 Settlement Agreement by never reporting its licensed transactions on a quarterly basis, or any basis,  
17 since execution of the agreement more than ten (10) years ago

18       30. Green Dot / Next Estate also substantially and materially breached the Settlement  
19 Agreement by never paying      REDACTED      for transactions that are covered by the terms  
20 of the Settlement Agreement

21       31. Alexsam has performed fully each and all of the conditions, covenants, and  
22 obligations imposed on it under the terms of the Settlement Agreement.

23       32. As a direct and proximate result of the foregoing material breaches by Green Dot /  
24 Next Estate Alexsam has suffered monetary damages.

1 **SECOND CAUSE OF ACTION**

2 **(Declaratory Judgment)**

3 33. Alexsam repeats and incorporates by reference the allegations contained in  
4 paragraphs 1 through 24 inclusive, as if fully set forth herein.

5 34. Alexsam seeks a declaration of its rights and Green Dot / Next Estate's obligation  
6 and duties under the Settlement Agreement and under California law with respect to amounts Green  
7 Dot / Next Estate will owe Alexsam REDACTED under the Settlement Agreement.

8 35. An actual and justiciable controversy exists between Alexsam and Green Dot / Next  
9 Estate within the meaning of Cal. Code Civ. Proc. § 1060 concerning Green Dot / Next Estate's  
10 contractual obligations and legal duties to Alexsam with respect to REDACTED .

11 36. Pursuant to the Settlement Agreement, Green Dot / Next Estate is liable for  
12 instructing customers to reload its pre-paid debit cards by use of a POS device at approximately one  
13 hundred thousand (100,000) various retailers.

14 37. Alexsam alleges and contends, and seeks a judicial declaration that:

- 15 a. The Settlement Agreement is valid and enforceable;
- 16 b. Green Dot / Next Estate does market, distribute, or sell a multifunction card and  
17 provides services related to a multifunction card;
- 18 c. Green Dot / Next Estate's current activation and/or recharge process for its prepaid  
19 cards records by transmitting a BIN from a POS device to any other device;
- 20 d. Green Dot / Next Estate offers to sell and/or sells a multifunction card covered by  
21 any claim of the Licensed Patents;
- 22 e. Green Dot / Next Estate is and has been required to submit to Alexsam REDACTED  
23 and,
- 24 f. Green Dot / Next Estate is liable for REDACTED in an amount determined  
25 by review of Green Dot's accounting records.

### **THIRD CAUSE OF ACTION**

### **(Accounting)**

38. Alexsam repeats and incorporates by reference the allegations contained in paragraphs 1 through 24 inclusive, as if fully set forth herein.

39. Alexsam and Green Dot / Next Estate are contractually related as licensee and licensor, respectively.

40. Under the terms of the Settlement Agreement, Green Dot / Next Estate must pay  
REDACTED for any transaction covered by at least one claim of the Licensed Patents.

41. As a result of the aforementioned breach, Alexsam has never received REDACTED, which, upon information and belief, are owned under the terms of the Settlement Agreement.

42. The amount of money owned by Green Dot / Next Estate to Alexsam is unknown to Alexsam and cannot be ascertained without an accounting of the books and records of the licensed transactions.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

- a. For a judgment that Green Dot / Next Estate has materially breached the Settlement Agreement;
  - b. For an accounting of Green Dot / Next Estate's books and records to determine the amount owed to Alexsam;
  - c. For an award of damages that have not yet been paid, and the interest owed on prior late REDACTED ;
  - d. For a declaratory judgment that Green Dot / Next Estate will continue to owe Alexsam for future activities related to its offer to sell and sales of its prepaid debit cards;
  - e. Attorney's fees and costs of suit incurred herein;
  - f. Interest thereon as permitted by law; and
  - g. Such other and further reliefs as the Court may deem just and proper.

1 Date June 11, 2015

Respectfully submitted,

2 HENINGER GARRISON DAVIS, LLC

3 By: Steven W. Kitchenson *[Signature]*  
4 Steven W. Kitchenson  
5 9800 D Topanga Canyon Blvd. #347  
6 Chatsworth, California 91311 *[Signature]*  
7 Telephone: (818) 552-1030  
8 Facsimile: (818) 552-0382  
9 Email: switchenson@hgdlawfirm.com

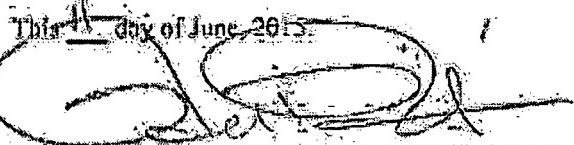
10 Attorney for Plaintiff Alexsim, Inc.

11 VERIFICATION

12 I, Robert Dorf, am the owner of Alexsim, Inc., the Plaintiff in the above entitled action. I have  
13 read the foregoing Complaint and know the contents thereof. The same is true of my own  
14 knowledge, except as to those matters which are herein alleged on information and belief; and as to  
15 those matters, I believe it to be true.

16 I declare under penalty of perjury that the foregoing is true and correct and that this declaration was  
17 executed at Tampa, Florida.

18 This 11 day of June, 2015.

19   
Robert Dorf  
Alexsim, Inc.

15  
10  
5  
45  
15  
5  
15  
15  
15  
15  
15  
15  
15  
15  
15

1 EXHIBIT A  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

TO BE FILED UNDER SEAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA: LOS ANGELES COUNTY  
**COMPLAINT FOR BREACH OF CONTRACT, DECLARATORY JUDGMENT, AND ACCOUNTING**  
*ALEXSAM, INC. v. GREEN DOT CORPORATION*



EXHIBIT B

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA: LOS ANGELES COUNTY  
**COMPLAINT FOR BREACH OF CONTRACT, DECLARATORY JUDGMENT, AND ACCOUNTING**  
*ALEXSAM, INC. v. GREEN DOT CORPORATION*

Prepaid Debit Cards - Prepaid Visa Card - MasterCard | Green Dot Prepaid Cards

The screenshot shows the homepage of the Green Dot website. At the top, there's a navigation bar with links for "GET A CARD", "REGISTER / ACTIVATE", and "LOG IN". Below the navigation, there are tabs for "GETTING STARTED", "ABOUT THE CARDS", "ADD FUNDS", "MOBILE", "SIMPLE FEE PLAN", and "HELP". The main headline reads "Pay your rent with your Green Dot Card". Below the headline, there's a sub-headline: "Stop paying for money orders and ATM fees. Use free Green Dot Online Bill Pay to save time and money every month." A "Learn more" button is visible. The background features a large image of a person sitting at a desk, looking at a computer screen.

**ConsumerReports.org**

Are all prepaid cards the same?  
Read this Consumer Reports article, which includes the Green Dot card – August 2013

[READ THE REPORT ▶](#)



KABC TV Los Angeles, CA

ABC interviews a Green Dot cardholder in a report on best prepaid cards.

[WATCH THE VIDEO ▶](#)

**Card Hub<sup>®</sup>**  
The Web's Best Credit Card Resource

"Green Dot is the clear choice for a checking account alternative."

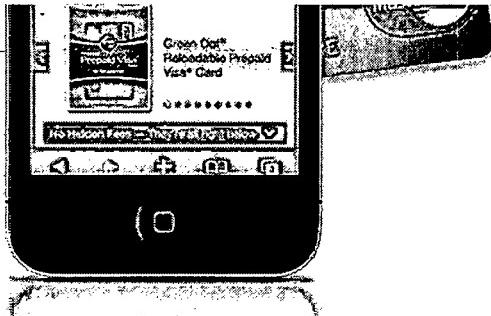
## GREEN DOT THE PREPAID CARD CHOSEN BY MILLIONS

Just some of the reasons why:

- No overdraft fees.
- No credit check to get a card. No minimum.



Prepaid Debit Cards - Prepaid Visa Card - MasterCard | Green Dot Prepaid Cards



balance.

- Free nationwide network of 24,000 MoneyPass® ATMs<sup>1</sup>.
- Keep track of your spending with our mobile app or text us for balance<sup>2</sup>.
- Free online bill pay makes it easy to send checks and pay bills.
- Shop everywhere MasterCard® or Visa® debit cards are accepted in the U.S.

CHECK OUT OUR SIMPLE FEE PLAN ▶

[GET MY CARD NOW](#)

<sup>1</sup>At non-MoneyPass® ATMs, a \$2.50 fee for withdrawals and a \$0.50 fee will be charged for balance inquiries, plus any ATM owner fees. ATM and cash access available only on personalized cards.

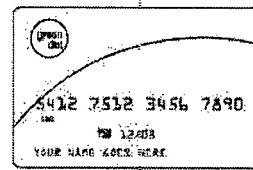
<sup>2</sup>Standard carrier message rates apply.

## DIRECT DEPOSIT THE FREE WAY TO RELOAD YOUR CARD

Have your pay or government benefits automatically deposited to your card. LOG IN TO SIGN UP FOR DIRECT DEPOSIT ▶

- Fast: Pay is immediately available on payday.
- Free: Direct Deposit reloads are free.
- Flexible: Reload part or all of your check. Cancel at any time.

GET MORE INFO ON DIRECT DEPOSIT ▶



Prepaid Debit Cards - Prepaid Visa Card - MasterCard | Green Dot Prepaid Cards

## ADD FUNDS

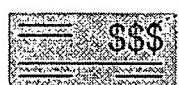
### TO THE GREEN DOT CARD

4 fast and convenient ways to add funds to your card. The choice is yours.

#### In a Store

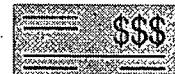


with Cash



by cashing a Check

#### Online



with Direct Deposit

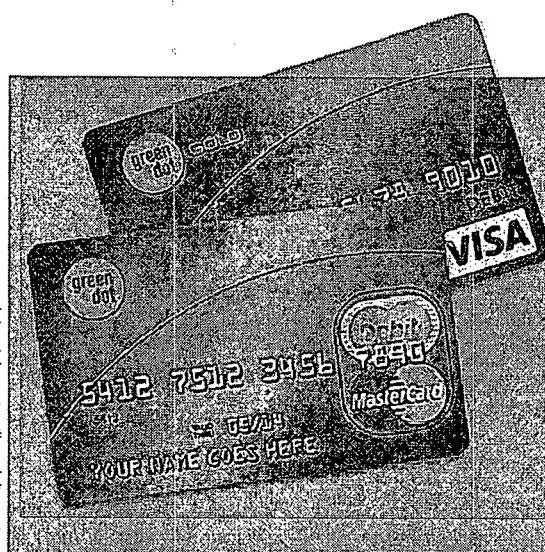


from a Bank Account

LEARN MORE ▶

**GET A CARD**  
2 WAYS TO GET A CARD. NO  
CREDIT CHECK.

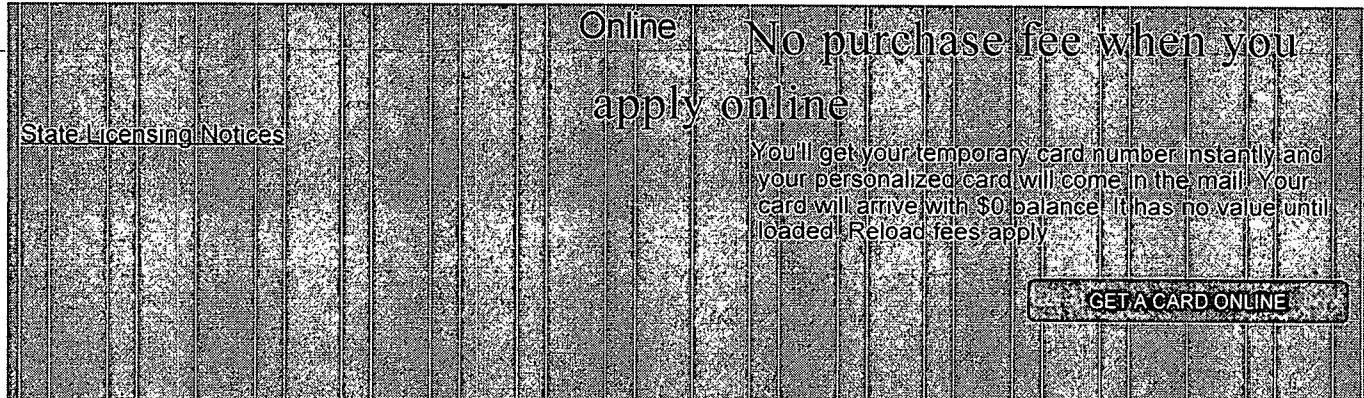
In a  
Store



Find Stores

Purchase a card at over 60,000 retail locations nationwide. It includes your first cash load. Just register your card and it's ready to go.

Prepaid Debit Cards - Prepaid Visa Card - MasterCard | Green Dot Prepaid Cards



## 100,000 RETAIL LOCATIONS NATIONWIDE



[Investor Relations](#) | [Careers](#) | [Contact Us](#) | [FAQs](#) | [Fees & Limits](#) | [En Español](#)

[Cardholder Agreement](#) | [Privacy Policy](#) | [Site Terms of Use, Privacy & Security](#) | [Electronic Communications Agreement](#)

Cards provided by Green Dot Corporation. The MasterCard Card is issued by Green Dot Bank pursuant to a license from MasterCard International Incorporated. The Visa Card is issued by Green Dot Bank pursuant to a license from Visa U.S.A. Inc. Green Dot Corporation is a member service provider for Green Dot Bank. Member FDIC. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated. Visa is a registered trademark of Visa International Service Association. Green Dot is a registered trademark of Green Dot Corporation.



Green Dot Bank operates under the following registered trade names: GoBank, Green Dot Bank and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.

© 2003-2015 Green Dot Corporation



A  
B  
C  
D  
E  
F  
G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
U  
V  
W  
X  
Y  
Z

<https://www.greendot.com/greendot> [6/11/2015 1:29:58 PM]

ALEXSAM, INC. v. GREEN DOT CORPORATION

Page |B-4

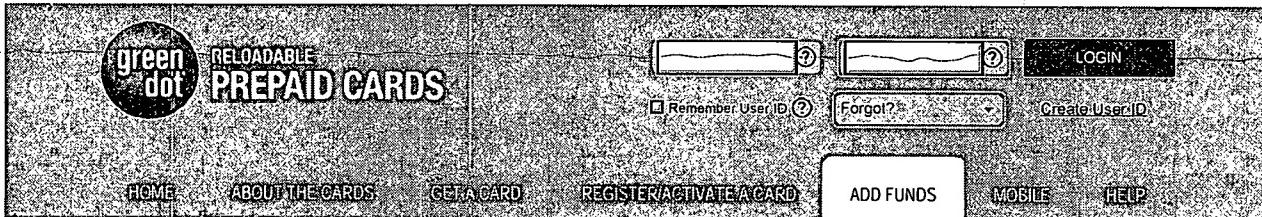
20  
19  
18  
17  
16  
15  
14  
13  
12  
11  
10  
9  
8  
7  
6  
5  
4  
3  
2  
1

**EXHIBIT C**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA: LOS ANGELES COUNTY  
**COMPLAINT FOR BREACH OF CONTRACT, DECLARATORY JUDGMENT, AND ACCOUNTING**  
*ALEXSAM, INC. v. GREEN DOT CORPORATION*

Reload at The Register - no MoneyPak - Green Dot Prepaid Cards



## RELOAD @ THE REGISTER™

Reloading is now faster & easier.

Just ask the cashier to add cash directly to your card at the register.  
No MoneyPak® needed.

Reload fee of up to \$4.95 applies. Reload limits apply.

**Was the cashier unsure how to reload your card at the register?**

[You can help!](#)



powered by

At these participating stores:



### How-To

Reload your prepaid card using  
Reload @ the Register

[FIND A RELOAD @ THE REGISTER LOCATION ▶](#)

### FREQUENTLY ASKED QUESTIONS

1. [Where can I Reload @ the Register with cash directly to my card?](#)
2. [How much cash can be loaded directly to my card at the register?](#)
3. [How much does it cost to Reload @ the Register?](#)
4. [How do I Reload @ the Register?](#)
5. [When will the money be available on my card with Reload @ the Register?](#)

[See more](#)

[Investor Relations](#) | [Careers](#) | [Contact Us](#) | [FAQs](#) | [Fees & Limits](#) | [En Español](#)  
[Cardholder Agreement](#) | [Privacy Policy](#) | [Site Terms of Use, Privacy & Security](#) | [Electronic Communications Agreement](#)



Cards provided by Green Dot Corporation. The MasterCard Card is issued by Green Dot Bank pursuant to a license from

**Reload at The Register - no MoneyPak - Green Dot Prepaid Cards**

MasterCard International Incorporated. The Visa Card is issued by Green Dot Bank pursuant to a license from Visa U.S.A. Inc. Green Dot Corporation is a member service provider for Great Dot Bank, Member FDIC. MasterCard and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated. Visa is a registered trademark of Visa International Service Association. Green Dot is a registered trademark of Green Dot Corporation.

Green Dot Bank operates under the following registered trade names: GoBank, Green Dot Bank and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.



© 2003-2015 Green Dot Corporation

卷之三

<https://www.greendot.com/greendot/account/reload-at-the-register> [6/11/2015 1:40:41 PM]

ALEXSAM, INC. v. WILCARD SYSTEMS, INC.